

REMARKS

The Examiner is thanked for the performance of a thorough search. Claims 1-6, 8, 10-41, 43, and 45-70 are pending in this application. No new matter has been added. All issues raised in the Office Action mailed August 22, 2007 are addressed hereinafter.

Claims 1, 3, 4, 6, 7, 9, 10, 11-13, 15, 17-21, 27, 33, 36, 38, 39, 41, 45, 46-48, 52-56, 62, and 68 are rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over Kikuchi et al., U.S. Patent No. 6,457, 007 (Kikuchi) in view of Choy et al., U.S. Patent No. 6,581,060 (Choy). It is respectfully submitted that these claims are patentable over Kikuchi in view of Choy for at least the reasons provided hereinafter.

Claim 1 recites, inter alia, the second parties owning and controlling database applications interacting with database systems managed by a first party. Claim 36 (as amended) also recites this. Such features are neither shown nor suggested by Kikuchi.

In rejecting this portion of the claims, the Office Action continues to suggest that Kikuchi's "application program execution means, col. 8, lines 35-41" correspond to the claimed database applications. This assertion is respectfully traversed.

Kikuchi's application program execution means 2 merely provides a connection to the database servers 41 construed by the Office Action to be managed by the first party (Kikuchi, col. 8, lines 49-51). By themselves, the application program execution means 2 do not and can not constitute a database application, and does not have database capability independent of the database servers 41.

The remarks about ownership in the previous response were merely to provide a point of reference to clarify the Examiner. The fact remains that Kikuchi's application execution program means 2 cannot correspond to the claimed database applications, nor can database

objects be manipulated. Changing Kikuchi to have the features of Choy would not change this fact, and does not address this deficiency.

Furthermore, changing Kikuchi to have the features of Choy could potentially break Kikuchi, or cause Kikuchi to operate in a way that is not intended. If a proposed modification would render a prior art invention being modified so as to be unsatisfactory for its intended purpose, then there is no suggestion or motivation to make the proposed modification. In *re Gordon*, 7833 F.2d 900, 221 USPQ 1125 (Fed. Cir. 1984), *see also* MPEP 2143.01 V.

Additionally, Claims 1 and 36 recite one or more features that are not taught or suggested by Kikuchi. For example, as highlighted above, Claim 1 (as amended) recites, *inter alia*, the second parties generating code of database applications that the second parties use to send database commands. Claim 36 (as amended) also recites this. Such features are neither shown nor suggested by Kikuchi.

In support of this rejection, the Office Action suggests that Kikuchi's "application program execution means, col. 8, lines 35-41" correspond to the claimed second parties controlling code (Office Action, page 5, 2nd paragraph). However, this portion of Kikuchi does not discuss code whatsoever, and certainly does not discuss generating code. Specifically, Kikuchi's application program execution means 2 is described as containing a user interface 11 and a statement generating unit 12 (Kikuchi, col. 9, lines 12-15). However, the statement generating unit 12 does not generate code, and instead merely "creates an access statement" for accessing the physical databases 1 (Kikuchi, col. 9, lines 15-18). Creating an access statement is not equivalent to generating code.

Meanwhile, Applicant's specification discusses generating code at least as follows. "The tags for a particular set of XML documents, such as templates for a site, are defined in a document type definition (DTD) document or file. An XML stylesheet is used to generate code

for an HTML document from the XML data, and the resulting HTML document is sent to the user's browser for presentation as a web page to the user" (Applicant's Specification, page 45, lines 19-22, emphasis added). This is but one example where Applicant's specification demonstrates the importance of a second party generating code, as claimed.

Some other examples of code are as follows. "When the customer has completed the wizard process, the wizard uses the customer site XML file to automatically generate the objects and code required to implement the customer site. According to one embodiment, statements within the customer site XML file are used with a translator to convert the statements to commands understood by a database server, as in step 660, described above. The database server responds to the commands by building a database to support those components. A web site is then built with the web site builder based on that database, as in step 670 . . . " (Applicant's Specification; page 47, lines 4-11, FIG. 6B, emphasis added).

Further, examples of a second party manipulating a data object to generate code, as claimed, can be found at least in the document type definition (DTD) files defining XML statements which are used to generate HTML code (Applicant's specification, page 53, Table 1A; see also Table 2, page 60, and Table 3, page 69).

Additional examples of a second party manipulating data objects thereby generating code can be found at least on page 81, lines 3-12; page 83, lines 5-9 (describing FIG. 6D); "HTML code" page 84, line 12; "generating the web site" page 90, line 19; and "generating the component's HTML" page 92, lines 16.

As stated, Kikuchi's "creating an access statement" is not equivalent to generating code as described above. It is well-settled that anticipation under 35 U.S.C. §102 is established only when a single prior art reference discloses, expressly or under principles of inherency, each and every element of a claimed invention. Because Kikuchi does not describe code whatsoever,

either explicitly or by implication, Kikuchi cannot anticipate or suggest the claimed source code. By extension, Kikushi cannot disclose a second party having control over source code. Thus it is impossible for Kikushi to anticipate claims 1 and 36, of which various portions explicitly define how Applicant intends to construe the meaning of a second party having control source code. (Claim 1, lines 15-20, et al.).

All remaining Claims were rejected under 35 U.S.C. § 103 as allegedly obvious over a variety of references using Kikuchi as a base reference. However, all of these Claims either explicitly recite or depend from other Claims which recite elements or steps which as shown above are neither disclosed nor suggested by any combination of prior art, either by Kikuchi or by any other reference. The secondary references do not cure this deficiency of Kikuchi, and therefore any combination of Kikuchi with any of the secondary references cannot provide the complete combination of features recited in the remaining claims.

CONCLUSION

For the reasons set forth above, it is respectfully submitted that all of the pending claims are now in condition for allowance. The Examiner is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the examination of the present application.

To the extent necessary, a petition for an extension of time under 37 C.F.R. § 1.136 is

hereby made. Please charge any fee shortages or credit any overages to Deposit Account No. 50-1302.

Respectfully submitted,

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